

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Neill and Company, Inc. 815 Connecticut Avenue, NW Washington, DC 20006		2. Registration No. 3320								
3. Name of foreign principal Ostravsko - Karvinske'doly	4. Principal address of foreign principal 728 30 Ostrava 1, Czech Republic									
5. Indicate whether your foreign principal is one of the following type: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <table border="0"><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input checked="" type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (specify) _____</td></tr><tr><td colspan="2"><input type="checkbox"/> Individual—State his nationality _____</td></tr></table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Individual—State his nationality _____	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee									
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group									
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____									
<input type="checkbox"/> Individual—State his nationality _____										
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. b) Name and title of official with whom registrant deals.										
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals. c) Principal aim										

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Foreign principal is a Czech corporation engaged in the mining business.

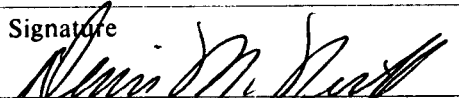
b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Directed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Foreign principal is a Czech government - owned mining company.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A April 15, 1993	Name and Title Denis M. Neill, President	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant	Name of Foreign Principal
Neill and Company, Incorporated	Ostravsko - Karvinske'doly

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will assist foreign principal in acquiring new coal mining and processing equipment; securing financing for construction projects from multilateral organizations and the U.S. Agencies; and verifying and proposing financing for the coalbed Methane Production Facility.

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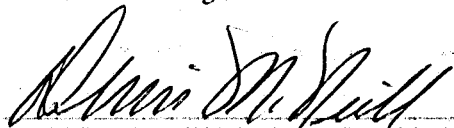
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See #4 above.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will engage in oral and written communications with officials and employees of the U.S. government agencies to seek assistance for Foreign Registrant's projects, including possible U.S. government financing.

Date of Exhibit B	Name and Title	Signature
April 15, 1993	Denis M. Neill, President	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTANT AGREEMENT

Agreement by and between Ostravsko-karvinské doly, Prokešovo náměstí 6, 728 30 Ostrava 1, Czech Republic (hereinafter referred to as "OKD"), and Neill and Company, Inc., 815 Connecticut Avenue, N.W. Washington, D.C., 20006, (hereinafter referred to as the "Consultant").

Article 1

Services of Consultant

The Consultant and OKD shall enter into an agreement to assist OKD to expand, modernize and upgrade its operations and realize the entrepreneurial intentions of OKD.

1.1 Consultant shall provide these services to OKD which shall include but not be limited to:

a. Assistance with the acquisition of new mining and coal processing equipment by: 1) locating and identifying U.S. companies with appropriate technology and equipment compatible with European standards, 2) helping secure financing or other arrangements to acquire said technology and equipment and 3) investigating joint-venture or other relationships with U.S. companies,

The above activities will concern the following projects:

- (i) Introduction of the room and pillar coal extraction technology with Continuous Miner
- (ii) Increase in productivity of longwall mining
- (iii) Increase in productivity of the drifage of long underground workings
- (iv) Ecologization of underground transport
- (v) Sealing of the chemical operation apparatus of a coking plant
- (vi) Dust elimination from coking process
- (vii) Coke-oven gas desulphurization

b. Assistance in securing financing for the construction of a heating and power plant for the burning of coal slurries, through multilateral development banks such as the World Bank or the European Bank for Reconstruction and Development (EBRD), and project assistance from the U.S. Agency for International Development (U.S. AID). The Consultant shall work with OKD to assess financing needs and propose likely sources of financing. The Consultant will verify the possibilities and conditions for gaining the financing from those sources and will prepare the requisite applications.

c. The Consultant shall work with OKD to verify and propose possible sources of financial support for the Coalbed methane production project feasibility study. The Consultant shall help OKD determine the scope of the project, approach likely financing sources, such as U.S. Trade and Development Program (TDP), and also to prepare the requisite applications.

1.2 The Consultant shall provide these services, and others, based upon a two-pronged approach:

Phase One:

1.2.1 Identification and verification of possible financing sources, the conditions for financing, recommendation of project priorities, recommendation of U.S. partners for the implementation of the above projects, and completion of financing applications.

1.2.2 The termination of the Consultant's activity under Phase One for each project shown in paragraph 1.1 a., b. and c. will be documented by a written report containing a summary of information on the results of the Consultant's activities shown in paragraph 1.2.1. The Consultant shall submit the report to OKD in 15 days after the termination of Phase One of the project.

1.2.3 The Consultant shall submit a written review to OKD of the Consultant's activities on the projects, including those that are currently under way. This review is due in 15 days after six months from the effective date of this Agreement.

Phase Two:

1.2.4 Complete assistance to OKD in the negotiation and conclusion of agreements with U.S. companies that result from the Consultant's initial work under Phase One. Securing final agreements to provide project financing from international organizations, development agencies, multilateral development banks or other funding institutions.

1.2.5 The activities according to paragraph 1.2.4 will be performed by the Consultant on the basis of the decision of OKD made after the assessment of the reports as in paragraph 1.2.2. The services of the Consultant under Phase Two will be the subject of separate agreements negotiated between and by the Consultant and OKD for each project.

Article II.

Independent Contractor and Its Duties

2.1 The Consultant will be an independent contractor and not an employee of OKD. The Consultant shall not speak for or obligate OKD without prior written authorization. The authorization can be provided to the Consultant exclusively by the Board of Directors of OKD. OKD shall have no responsibility for the Consultant's actions while it is performing services pursuant to the Agreement and Consultant shall defend and hold OKD harmless for any expenses, damages, fines, penalties or other costs incurred as a result of any unauthorized action of the Consultant.

2.2 Performing the activities agreed, the Consultant is obliged to make full use of their expertise, to advise OKD upon the financial consequences of its decisions and actions as well as upon other possible risks and to act with the aim of the

minimalization of those risks. The Consultant shall duly inform OKD about all facts of which they are aware, or which they discover when arranging matters for OKD and which could influence the decision of OKD.

2.3 The Consultant represents and warrants to OKD that no part of any compensation received from OKD by the Consultant has been or shall directly or indirectly be paid to or be used for the benefit of any employee, agent or representative of any governmental or commercial customer for an improper or illegal purpose or to obtain benefit for OKD. The Consultant further represents and warrants that it has made no payment nor will make such payment to any agent or third party where it is known or there is reasonable basis for believing that payment will be made or will be used for any improper illegal purpose. These representations and warranties shall survive the termination or cancellation of this Agreement.

Article III.

Confidentiality

3.1 The Consultant shall not disclose to any person or use or exploit for any purpose whatsoever any information which they have obtained or will obtain in relation to OKD except (i) with the prior written consent of OKD, or (ii) as may be required by law, provided it has been discussed and agreed to in writing with OKD in advance. In the case of termination of this Agreement, any documents obtained from OKD which contain confidential information shall be promptly returned to OKD and the Consultant shall not retain any copies of such documents. This confidentiality clause shall survive termination of the Agreement and shall be valid and enforceable against the Consultant at any time thereafter.

Article IV.

Compensation of Consultant

Compensation by OKD to the Consultant shall be based upon the services rendered in the two-pronged strategy.

Phase One:

4.1 A monthly retainer fee of Six Thousand, Six Hundred and Sixty Seven U.S.Dollars (U.S.\$6,667.00) per month, inclusive of all expenses except for travel outside the Washington, D.C. area. All travel and the necessary expenses must be approved, in advance, by OKD.

4.2 The \$6,667.00 per month retainer fee shall be paid for six months beginning from the effective date of the Agreement.

4.3 In accordance with the Czech Income Tax Act No. 586 Coll. of 1992 the Consultant will receive the compensation of U.S.\$6,667.00, as agreed to in paragraph 4.1, reduced by the income tax. The income tax at the time of the activation of the Agreement, which rates 25 %, i.e. \$1.667.00, shall be paid by OKD

directly to the Revenue Department in the Czech Republic. Thus, the Consultant will be paid the amount of U.S.\$5,000.00 on the account No. 21-007912-14,

Banking Routing (ABA) Number: 054001628,
Federal Capital Bank, 555 New Jersey Ave., N.W.,
Washington, D.C. 20001
U.S.A.

4.4 OKD is obliged to provide the Consultant with the documentation of the income tax payment in 15 days after this document is issued by the Revenue Department.

4.5 In case the Agreement on the prevention of double taxation between the Czech Republic and the U.S.A. is signed, the percentage of the income tax will be changed accordingly, by an amendment to this Agreement.

Phase Two:

4.6 The rate of the Consultant's compensation and the terms of payment, dependant on the fulfilment of the terms of the actions agreed upon and on the successful conclusion of transactions, will be negotiated by and between OKD and the Consultant in separate agreements according to Article I paragraph 1.2.5

Article V.

Conclusion of Transactions and Agreements

The Consultant shall not conclude any transactions or financial agreements on behalf of OKD without prior written authorization by OKD. Under no circumstances OKD shall be obligated to conclude any transaction proposed by the Consultant.

Article VI.

Billing

6.1 All billing pursuant to Article IV, paragraphs 4.1, 4.2, 4.3 shall be on a monthly basis, payable in advance on the first of each month, with the exeption of the billing for March and April 1993 that will be executed by OKD by April 15, 1993.

6.2 The billing relating to the Phase Two, i. e. the finalization of the arrangements, will be specified by the separate agreements as stated in paragraph 4.6.

Article VII.

Settlement of Disputes

The parties (Consultant and OKD) shall attempt to resolve any dispute arising in connection with this Agreement amicably by a mutual agreement. Any such dispute which cannot be resolved by agreement in a period of thirty (30) days shall be finally settled by the Rules of Bundeskammer der Gewerblichen Wirtschaft in Vienna, Austria. The arbitration court's decision must be unanimous, and the parties are obligated to accept the decision.

Article VIII.

Miscellaneous Provisions

8.1 The governing law of this Agreement shall be the laws of Austria.

8.2 This Agreement cancels and replaces all prior agreements between the Consultant and OKD.

8.3 This Agreement may be amended only by written agreement between Consultant and OKD.

8.4 If any provision of the Agreement is found invalid or unenforceable, the validity of the enforceability of the remaining provisions shall not be affected.

8.5 A waiver of any claim based on a breach of this Agreement shall not be construed as a waiver of any claim based on a subsequent breach of the same or any other provision.

8.6 The Consultant agrees that obligations incurred by this Agreement do not contradict their own governing laws.

8.7 The Consultant shall not transfer any obligations of this Agreement to a third party without the prior written consent of OKD.

8.8 The Consultant shall not provide consultancy for other legal or physical persons from the Czech Republic that mine and process bituminous coal.

Article IX.

Terms and Termination

9.1 This Agreement shall be effective as of March 1, 1993.

9.2 The term of this Agreement shall be for a period of one (1) year, i.e. from March 1, 1993 to February 28, 1994. The term of this Agreement can be extended in writing at least thirty days (30) prior to the expiration of this Agreement.

9.3 This Agreement may be unilaterally terminated with 30 days notice, beginning from the day of the delivery of the written notice to the other party, sent by fax and consequently confirmed by a mailed letter.

Article X.

Contact Persons

An individual will be appointed, one from each party, to communicate with the other party on all matters concerning this Agreement.


Article XI.

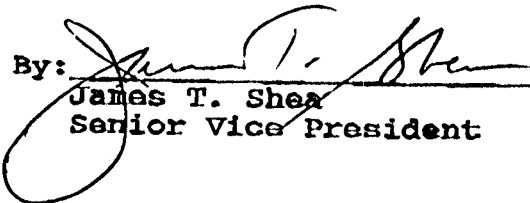
Counterparts

This Agreement was done in two Czech and two English counterparts and both the Czech and English version are of the same validity. Each party received one Czech and one English counterpart of the Agreement.

Ostravsko-karvinské doly, a.s.

Neill and Company, Inc.

By: 
Václav Formánek
Chairman of the Board
General Manager

By: 
James T. Shea
Senior Vice President

Date: March 1, 1993

Date: 